

**BEFORE THE STATE BOARD OF REGISTRATION  
FOR THE HEALING ARTS**

STATE BOARD OF REGISTRATION	)	
FOR THE HEALING ARTS,	)	
	)	
Board,	)	
	)	
v.	)	Case No. 2005-003961
	)	
ELIZABETH PATTON OWINGS, M.D.	)	
7523 Weil Avenue	)	
St. Louis, MO 63119	)	
	)	
Licensee.	)	

**SETTLEMENT AGREEMENT**

Comes now Elizabeth Patton Owings, (Licensee) and the State Board of Registration for the Healing Arts (the Board) and enter into this Agreement for the purpose of resolving the question of whether Licensee's training license as a physician or surgeon will be subject to discipline. Licensee and the Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo 2005.

1. Licensee acknowledges that she understands the various rights and privileges afforded by law, including the right to a hearing of the charges against Licensee; the right to appear and be represented by legal counsel; the right to have all charges against Licensee proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against Licensee; the right to present evidence on Licensee's own behalf; the right to a decision based upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against Licensee; and subsequently, the right to a

disciplinary hearing before the Board at which time evidence may be presented in mitigation of discipline. Having been advised of these rights provided Licensee by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this Agreement and agrees to abide by the terms of this document as they pertain to Licensee.

2. Licensee acknowledges that she may, at the time this Agreement is effective or within fifteen days thereafter, submit this Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitutes grounds for discipline of Licensee's license.

3. Licensee acknowledges that she has been informed of her right to consult legal counsel in this matter.

4. The parties stipulate and agree that the disciplinary order agreed to by the Board and Licensee in Part II herein is based only on the Agreement set out in Part I herein. Licensee understands that the Board may take further disciplinary action against Licensee based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.

5. Licensee understands and agrees that the Missouri State Board of Registration for the Healing Arts will maintain this Agreement as an open record of the Board as required by Chapters 334, 610, 620 and 621, RSMo 2005, as amended.

I.

Based upon the foregoing, Board and Licensee herein jointly stipulate to the following:

**JOINT PROPOSED FINDINGS OF FACT**

1. The State Board of Registration for the Healing Arts ("the Board") is an agency of the State of Missouri created and established pursuant to § 334.120, for the purpose of executing and enforcing the provisions of Chapter 334, RSMo 2005.

2. Licensee was licensed by the Board as a physician and surgeon, license number 2004014351, which was first issued in July, 2004. Respondent's certificate of registration was current and active at all times mentioned herein.

3. At all times relevant herein, Licensee was a pediatric surgery resident at St. Louis University School of Medicine (SLU) practicing at Cardinal Glennon Children's Hospital.

4. Licensee resigned from her residency program at SLU on June 29, 2005..

5. Licensee is or previously was licensed to practice medicine in Illinois, Louisiana and Alabama.

6. Licensee surrendered her registrations with the Drug Enforcement Administration ("DEA") and the Department of Health and Senior Services, Bureau of Narcotics and Dangerous Drugs ("BNDD")

7. On September 24, 2005, Licensee:

A. Issued a controlled substance prescription in the absence  
of physician-patient  
relationships, in bad

faith, and outside the  
scope of her medical  
practice to patient E.S.  
for Lortab™ 10/500, #24;

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B. Provided false information in authorizing the dispensing of controlled substances to her neighbor, E.S., knowing the drugs would be diverted to Licensee's husband for his personal use;

C. Licensee knowingly facilitated the diversion of controlled substances to her husband for his personal use;

D. Licensee does not have a physician-patient relationship with her husband;

E. Licensee did not maintain patient charts or controlled substance records for controlled substance prescriptions she authorized for E.S.

1. The above conduct by Licensee constitutes the following violations:

A. Prescribing outside the scope of practice and without patient relationship in violation of § 195.070.1 RSMo 2000.

B. Fraudulently issued prescriptions to divert controlled substances in violation of § 195.204.1(1) RSMo 2000.

C. Failure to maintain required controlled substance records in violation of § 195.050.6 RSMo 2000.

D. Failure to maintain adequate procedures to prevent diversion in violation of 19 CSR 30-1.031(1).

### **JOINT PROPOSED CONCLUSIONS OF LAW**

1. Based on the foregoing, Licensee's license is subject to disciplinary action pursuant to §§ 334.100.2(4)(h), (15), (23) RSMo 2005, which provides:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered his certificate of registration or authority, permit or license for any one or any combination of the following causes:

\* \* \* \* \*

(4) Misconduct, fraud, misrepresentation, dishonesty, unethical conduct or unprofessional conduct in the performance of the functions or duties of any profession licensed or regulated by this chapter, including, but not limited to, the following:

\* \* \* \* \*

(h) Signing a blank prescription form; or dispensing, prescribing, administering or otherwise distributing any drug, controlled substance or other treatment without sufficient examination, or for other than medically accepted therapeutic or experimental or investigative purposes duly authorized by a

state or federal agency, or not in the course of professional practice, or not in good faith to relieve pain and suffering, or not to cure an ailment, physical infirmity or disease, except as authorized in section 334.104;

\* \* \* \* \*

(15) Soliciting patronage in person or by agents or representatives, or by any other means or manner, under the person's own name or under the name of another person or concern, actual or pretended, in such a manner as to confuse, deceive, or mislead the public as to the need or necessity for or appropriateness of health care services for all patients, or the qualifications of an individual person or persons to diagnose, render, or perform health care services;

\* \* \* \* \*

(23) Revocation, suspension, limitation or restriction of any kind whatsoever of any controlled substance authority, whether agreed to voluntarily or not;

1. Licensee's conduct, as established by the foregoing facts, falls within the intendments of §§ 334.100.2(4)(h), (15), (23) RSMo 2005.

2. Cause exists for Board to take disciplinary action against Licensee's licenses under §§ 334.100.2(4)(h), (15), (23) RSMo 2005.

## II.

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the State Board of Registration for the

Healing Arts in this matter under the authority of § 621.110, RSMo 2005. This Agreement will be effective immediately on the date entered and finalized by the Board.

A. Effective the date the Board enters into the Agreement:

1. The medical license, No. 2004014351, issued to Licensee is hereby  
PUBLICLY REPRIMANDED.

2. Licensee, within six (6) months of the effective date of this Agreement, shall attend and successfully complete a records keeping course and a prescribing course approved by the Board. Licensee shall provide written documentation confirming Licensee's attendance and successful completion within 30 days of completing the course.

3. This Agreement does not bind the Board or restrict the remedies available to it concerning any other violation of Chapter 334 RSMo, by Licensee not specifically mentioned in this document.

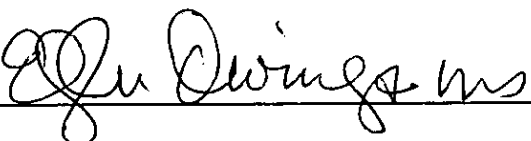
4. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees costs and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to ' 536.087 RSMo, or any claim arising under 42 USC 1983, which may be based upon, arise out of, or relate to any of the matters raised in this Agreement, or from the negotiation or execution of this Agreement. The parties acknowledge that this paragraph is severable from the

remaining portions of this Agreement in that it survives in perpetuity even in the event that any court of law deems this agreement or any portion thereof void or unenforceable.

5. In consideration of the foregoing, the parties consent to the termination of any further proceedings based upon the facts set forth herein.

LICENSEE

BOARD



ELIZABETH PATTON OWINGS, M.D.

Dated: 6/29/06



TINA STEINMAN, Executive Director

Dated: 8/8/06



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for the Healing Arts

EFFECTIVE THIS 8 DAY OF August, 2006.